

PERCY J. POSE,
Plaintiff,
Vs.
DANIEL N. SLAY,
Defendant.

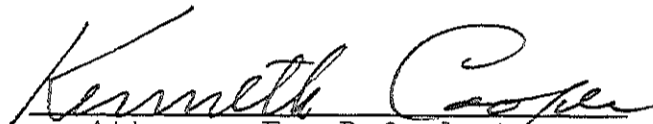
IN THE CIRCUIT COURT OF
BALDWIN COUNTY, ALABAMA

AT LAW
CASE NO. 6284

AMENDED ANSWER

Comes now defendant in above-styled cause, by his attorney and amends his Amended Answer heretofore filed in this cause to read as follows:

2. The allegations of the complaint are untrue.


Attorney For Defendant

I certify that I have mailed a copy of the foregoing Amended Answer to the law firm of Chason, Stone and Chason, Attorneys At Law, Bay Minette, Alabama, by depositing the same in U.S. Mail, postage prepaid, on this 4th day of February, 1966.



MADE L. COOK, CLERK

𠂇
 𠂇
 𠂇
 𠂇
 𠂇

DEMURRER

Comes the Plaintiff in the above styled cause and demurs to Paragraph 2 of the Answer filed by the Defendant in said cause and assigns the following separate and several grounds, viz:

1. Such paragraph does not state a defense to the cause of action.

2. Such paragraph does not allege how much of the labor was performed by the Plaintiff within the period of time referred to therein.

3. The said paragraph fails to allege that the Defendant has paid the Plaintiff any amount on such contract.

4. For ought that appears from such paragraph the Plaintiff was prevented from performing his services by some action on the part of the Defendant.

Baron, Stone & Baron
Attorneys for Plaintiff

Filed 3-11-65

6274

PERCY J. POSE,

Plaintiff,

-vs-

DANIEL N. SLAY,

Defendant.

DEMURRER

FILED

1998 12 10

U.S. DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PERCY J. POSE,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
Vs.)	AT LAW
DANIEL N. SLAY,)	CASE NO. 6284
Defendant.)	

Comes now the defendant in above styled cause, and amends Paragraph 2 of his Answer heretofore filed in this cause on 20 January, 1965, by deleting said Paragraph two thereof, and substituting the following Paragraph 2 therefor, to-wit:

2. Defendant alleges that he agreed to furnish all building materials, and to pay to the plaintiff the sum of Seven Hundred Twenty (\$720.00) Dollars for him to construct a pier, benches, steps and boathouse for the defendant within two weeks from the 17th day of August, 1964; and plaintiff further alleges that the plaintiff failed to complete the work he was obligated to do within the above specified time, and that the plaintiff is not entitled to the Three Hundred Sixty-Nine and 68/100 (\$369.68) Dollars because he never did perform the services for which this amount is claimed, and that plaintiff has been paid for all his services rendered to defendant.


Attorney For Defendant

FILED
MAR 4 1965
ALICE J. DUCK, CLERK
REGISTER

PERCY J. POSE,

Plaintiff,

vs.

DANIEL N. SLAY,

Defendant.

§

§

§

§

§

§

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

LAW SIDE

NO. 6284

DEMURRER

Comes the Plaintiff in the above styled cause and demurs to Paragraph 2 of the Answer filed by the Defendant in said cause and assigns the following separate and several grounds, viz:

1. That the so-called answer which is in effect a special plea does not state a defense to the cause of action.
2. That said plea is vague and indefinite as to how much work was done by the Plaintiff and as to why he did not complete the work which he had agreed to do.
3. For aught that appears from said plea the Plaintiff was prevented from completing the work by some action on the part of the Defendant.
4. That said plea fails to allege how much the Defendant has paid the Plaintiff for services rendered by him.
5. That said plea fails to allege how much and what materials furnished by the Defendant were taken away and lost.
6. That said plea fails to allege the reasonable market value of the materials which were taken away and lost.

*Filed
2-4-65*

Harmon Stone & Harmon
Attorneys for Plaintiff

6284

PERCY J. POSE,
Plaintiff,

vs

DANIEL N. SLAY,
Defendant.

DEMURRER

FILED

FEB 4 1963

MADE & SIGNED CLERK
MADE & SIGNED DEPUTY

PERCY J. POSE,)	IN THE CIRCUIT COURT OF
Plaintiff,)	BALDWIN COUNTY, ALABAMA
Vs.)	AT LAW
DANIEL N. SLAY,)	CASE NO. 6284
Defendant.)	

1. Comes now the defendant in above-styled cause, by his attorney and for answer to the complaint heretofore filed in this cause, and to each and every count thereof separately and severally saith that the allegations of the complaint are untrue.

2. For further answer to the complaint filed in this cause, and without reference to any other pleas herein filed, the defendant alleges that on or about the 17th day of August, 1964, he entered into an oral agreement with the plaintiff whereby; defendant agreed to furnish all lumber and building materials for constructing a pier, with benches, steps and boathouse on the premises described in the bill of complaint, and the plaintiff agreed to construct the said pier, benches, steps and boathouse, with all labor to be furnished by the plaintiff, and to complete all of said construction within two weeks from said date of agreement; defendant alleges that upon completion of said construction within said two weeks he agreed to pay plaintiff the sum of Seven Hundred Twenty and No/100 (\$720.00) Dollars; defendant alleges that to this date the plaintiff has failed to complete above described construction, although all materials were furnished by defendant within the described two weeks period; and defendant alleges that plaintiff wilfully and negligently permitted materials furnished by defendant to be taken away and lost, that the plaintiff has been paid for all work which he did upon the premises described; and plaintiff further alleges that he does not owe any money to the plaintiff.


 Attorney For Defendant

Attorney of Record
 for Plaintiff:
 Hon John Chason
 Bay Minette, Alabama

FILED
 JAN 29 1965
 ALICE L. DUCK, CLERK
 REGISTER

PERCY J. POSE,) IN THE CIRCUIT COURT OF
Plaintiff,) BALDWIN COUNTY, ALABAMA
Vs.) AT LAW
DANIEL N. SLAY,) CASE NO. 6284
Defendant.)

Comes now the defendant in above styled cause, by his attorney, and demurs to the complaint heretofore filed in this cause and to each and every count thereof, separately and severally, and assigns the following separate and several grounds in support thereof:

ONE: The said complaint fails to state a cause of action.

TWO: The said complaint is vague.

THREE: Count Two of the Complaint is vague.

FOUR: Count Two of the Complaint is uncertain.

FIVE: Count Two of the complaint is indefinite.

SIX: Count Two of the complaint fails to allege that the work allegedly done was all done for the defendant.

SEVEN: Count Two of the complaint fails to allege that the work allegedly done, and materials and labor allegedly furnished, was done on property owned by the defendant.

EIGHT: The complaint fails to allege who the lawful owner of Lot 582 of Eastern Shore Parkway No. 2, described in Paragraph Two of the complaint, is.

NINE: The complaint fails to allege that the purported contract between the Plaintiff and the Defendant was completed on the part of the Plaintiff.

TEN: The complaint fails to allege that all the labor furnished and building materials furnished by the plaintiff were furnished and used upon Lot 582 described in the complaint.


Attorney For Defendant

Attorney of Record
For Plaintiff:

Hon John Chason
Attorney At Law
Bay Minette, Alabama

FILED

DEC 3 1964

ALICE L. DUCK, CLERK
REGISTER

STATE OF ALABAMA

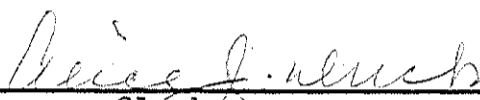
IN THE CIRCUIT COURT - LAW SIDE

BALDWIN COUNTY

TO ANY SHERIFF OF THE STATE OF ALABAMA:

You are hereby commanded to summon Daniel N. Slay to appear within thirty days from the service of this Writ in the Circuit Court to be held for said County at the place of holding same, then and there to answer the complaint of Percy J. Pose.

Witness my hand this 4 day of November, 1964.


Clerk

PERCY J. POSE,

Plaintiff,

vs.

DANIEL N. SLAY,

Defendant.

§

§

§

§

§

§

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

COUNT ONE

The Plaintiff claims of the Defendant the sum of Three Hundred Sixty-Nine Dollars and Sixty-Eight Cents (\$369.68) due from him for work and labor done for the Defendant by the Plaintiff in the months of August and September, 1964, at the Defendant's request, which sum of money, together with interest thereon, is due and unpaid.

COUNT TWO

The Plaintiff claims of the Defendant the sum of Three Hundred Sixty-Nine Dollars and Sixty-Eight Cents (\$369.68) due from him by account, on, towit: October 3, 1964, together with interest thereon, which sum of money is due and unpaid. Plaintiff avers that said account represents building materials and labor furnished

by the Plaintiff to the Defendant under contract with the Defendant and which was furnished for, and which was used in, the construction of a wharf and summer house located thereon, which said wharf is partially located upon the following described real property situated in Baldwin County, Alabama:

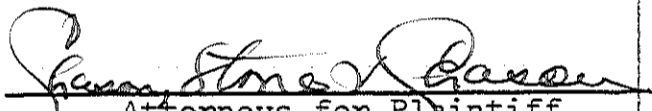
Lot 582 of Eastern Shore Parkway #2 as per plat thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama.

The Plaintiff claims a lien on said lot, said wharf and summer house as provided by law for mechanics and materialmen and Plaintiff further avers that on the 28th day of October, 1964, the Plaintiff filed in the Probate Office of Baldwin County, Alabama, a claim of lien, a copy of which is attached hereto, marked EXHIBIT A and made a part hereof, and the Plaintiff prays that said lien may be established and that said real estate be condemned for the satisfaction of said indebtedness and that the same be sold to satisfy said indebtedness.

FILED

NOV - 1964

Alice L. Duck, CLERK
REGISTER


Attorneys for Plaintiff

EX- 11-6-64

EXHIBIT A

STATE OF ALABAMA

BALDWIN COUNTY

Percy J. Pose files this statement in writing, verified by his oath, he having personal knowledge of the facts herein set forth; that the said Percy J. Pose claims a lien upon the following property situated in Baldwin County, Alabama, to-wit:

Lot 582 of Eastern Shore Parkway Number 2 as per plat thereof recorded in the Office of the Judge of Probate of Baldwin County, Alabama, together with that certain wharf and the Summer House located thereon, which said wharf is partially located upon the above described lot.

This lien is claimed, separately and severally, as to both the lot, wharf and Summer House located thereon.

That said lien is claimed to secure an indebtedness of Three Hundred Sixty-nine Dollars and Sixty-eight Cents (\$369.68), with interest from, to-wit: October 3, 1964, at the rate of six percent (6%) per annum.

The name of the owner or proprietor of said property is Daniel N. Slay.

STATE OF ALABAMA

BALDWIN COUNTY

Percy J. Pose
Claimant
STATE OF ALABAMA, BALDWIN COUNTY
Filed 10/28/64 12 M
Recorded Ex 41 book 6 page 285
Blanche White
Judge of Probate

Before me, Blanche White, a Notary Public in and for said County in said State, personally appeared Percy J. Pose, who is known to me and who, after being by me first duly and legally sworn, did depose and say under oath as follows:

That he has personal knowledge of the facts set forth in the foregoing Statement of Lien and that the same are true and correct to the best of his knowledge and belief.

Sworn to and subscribed before me this 28th day of October, 1964, by said affiant.

Blanche White
Notary Public, Baldwin County, Alabama

W 62 84

PERCY J. POSE,

Plaintiff,

VS

DANIEL N. SLAY,

Defendant

IN THE CIRCUIT COURT OF

BALDWIN COUNTY, ALABAMA

AT LAW

SUMMONS AND COMPLAINT

Received 4 day of Nov 1964
and on 6 day of Nov 1964
I served a copy of the within
on Daniel N. Slay
By service on _____

TAYLOR WILKINS, Sheriff
By W. A. Talbert, S.

omi

6890.5